



COUNTY OF SAN LUIS OBISPO DEPARTMENT OF GENERAL SERVICES

COUNTY GOVERNMENT CENTER • SAN LUIS OBISPO, CALIFORNIA 93408 • (805) 781-5200

DUANE P LEIB, DIRECTOR

REQUEST FOR PROPOSAL PS- #923 SHANDON COMMUNITY PLAN UPDATE

April 19, 2006

The County of San Luis Obispo is currently soliciting proposals for professional services for Shandon Community Plan Update.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception, may be grounds for rejection. The County of San Luis Obispo reserves the right to reject all proposals and to waive any informalities.

JACK MARKEY
Supervising Buyer - Central Services Division
jmarkey@co.slo.ca.us

SECTION 1 - GENERAL INFORMATION

1.1 PURPOSE

The County of San Luis Obispo is seeking the assistance of a qualified consultant to prepare an update to the Shandon Community Plan and associated Environmental Impact Report (EIR). The Community Plan will include but not be limited to community vision, population and land use needs and issues, traffic and circulation analysis and needs, infrastructure needs and solutions, economic development alternatives, infrastructure financing, fiscal impacts and a potential implementation schedule.

The purpose of this request for proposals (RFP) is to provide interested parties with sufficient information to submit proposals. The Community Plan will provide direction on the amount, type and location of development to occur in Shandon over the next 20 years. Preparation of the Community Plan and EIR will be conducted in close cooperation with Shandon residents and property owners, the Shandon Advisory Council and County staff.

1.2 RIGHT OF REJECTION

The County reserves the right to reject any or all proposals received as a result of this request. The County will not pay for any information contained in the proposals obtained from participating firms. The County is not liable for costs incurred by firms prior to issuance of a contract. The County also may negotiate separately with any source in any manner necessary to serve the best interest of the County.

1.3 HOW TO SUBMIT PROPOSALS

In order for proposals to be examined and evaluated by the Department of Building and Planning, the County is requesting eleven (11) copies of the proposals and eleven (11) copies of any supportive materials. **Proposals must be delivered no later than the close of business on Friday, May 19, 2006.** Please ship copies so as to insure prompt delivery to:

COUNTY OF SAN LUIS OBISPO
JACK MARKEY, GENERAL SERVICES DEPARTMENT
1087 SANTA ROSA STREET
SAN LUIS OBISPO, CA 93408

Once submitted, the proposals and any supplementary documents become the property of the County.

1.4 ACCEPTANCE OF PROPOSAL CONTENT

If a contract is awarded as a result of a response to this request, the County will select the successful individual or firm as quickly as possible after the final date for receipt of the proposals. However, final award is contingent upon successful contract(s) negotiation.

It is likely that the content of the proposal of the successful bidder will be used in a legal contract of agreement. Bidders should be aware that proposed methods and procedures are likely to become contractual obligations.

1.5 INQUIRIES

If the consultant has any questions regarding this RFP, contact John Busselle at (805) 781-5154.

1.6 CONTRACT AMOUNT

The consultant shall prepare a fixed cost estimate for the services requested in this RFP. The estimate is to include the extent of work that the consultant will accomplish. Additional community meetings and public hearings beyond the number specified in this RFP are to be bid on a time and materials per meeting basis. Preparation of documents shall be proposed based on deliverable products.

1.7 PROJECT LOCATION/CHARACTER

The community of Shandon is within the Shandon-Carrizo Planning Area , which is one of 13 planning areas that make up the Land Use Element and Circulation Element of the San Luis Obispo County General Plan. Shandon is approximately 20 miles east of the City of Paso Robles It is adjacent to State Highway 46 east and State Highway 41 passes through town. (see **Figure 1**)

Shandon has a total population of approximately 1000 people according to the 2000 Census and contains about 380 acres (within the existing Urban Reserve Line). San Juan Creek, which runs from south to north, and the Cholame Creek, which runs from east to west, converge in town at the beginning of the Estrella River. The area is primarily flat with hills to the north and east.

The town currently has limited retail commercial facilities for residents. Retail establishments include a small grocery store, a small combination grocery, deli and restaurant and a farm supply store. Public facilities and public and private services are limited. There is no public transportation linking Shandon to other towns in the county. There are also no medical or dental services in Shandon. Some of the streets are unpaved and there is no community sewage disposal system. There is a fire station, a small County library, a county park(with swimming pool) a women's center, a community center building and a high school and elementary school.

There are two commercial projects currently in the permitting stage. One is a small commercial center on Hwy 41, just east of the river. The other is a gas station at the intersection of Hwy 41 and Hwy 46.

1.8 PROJECT DESCRIPTION

The County is seeking a consultant to prepare a comprehensive and creative Community Plan and Environmental Impact Report for future development of the community of Shandon. The Shandon Community Plan will be a community-based effort to develop information for decision making about potential future growth in and

around the community of Shandon. The plan will include, but not be limited to: community vision, target population, land use needs and issues, traffic and circulation analysis and needs, infrastructure needs and solutions, locating a new community sewer system, economic development alternatives, commercial downtown design standards, infrastructure financing, fiscal impacts and implementation. The potential project area includes the area within the Urban Reserve line (approx 380 acres) and an additional 1620+ acres surrounding the community. This area is shown in Exhibit A as the Shandon Study Area.

There are three major property owners in the study area (Arciero Phase 1 and 2, Zaninovich(MZIRP) and the Peck Trust) and numerous smaller ones. The three major property owners are shown on the map in Figure II-3 of the Environmental Constraints Analysis. During the Plan development phase, the owners of Arciero Phase 1 and MZIRP are expected to propose project level detail for all or part of their properties.

In developing the Community Plan, the consultant shall incorporate the goals as set forth in Chapter 1 of the San Luis Obispo County Framework for Planning. These are shown in exhibit B. The consultant shall also incorporate guidelines for Smart Growth endorsed by the San Luis Obispo County Board of Supervisors and set forth in exhibit C.

SECTION 2 - SCOPE OF WORK

The following is intended to provide the consultant a basis on which to prepare a proposal. This will include the overall process envisioned (and what role the consultant would play), those tasks or information expected to be completed by the consultant, and those that would be prepared by staff.

2.1 GENERAL REQUIREMENTS

The following major steps are envisioned to complete the Community Plan

1. Public meetings with the community to develop the Plan
2. Preparation of a draft Plan with alternative plans, if necessary
3. Presentation of the draft Plan(s) to the community and the Shandon Advisory Committee
4. Preparation of a draft and final EIR
5. Presentation of plans and draft EIR to Shandon Advisory Committee, the Planning Commission and the Board of Supervisors.
6. Completion of the final documents.

2.2 BACKGROUND INFORMATION

To provide background information and facilitate the timely preparation of proposals and the environmental documents, the following documents are available for review in the Community Planning section (located at Department of Planning and Building, County Govt Ctr., Rm 370, San Luis Obispo, Ca. 93408) and the Environmental division (located in Room 310, County Government Center, corner of Osos and Palm Streets, San Luis Obispo) of the Department of Planning and Building:

Shandon Environmental Constraints Analysis (2006)

Shandon Market Study (2005)

- CSA 16 Water System Master Plan
- Shandon-Carrizo Area Plan
- County Land Use Ordinance
- Framework for Planning - Part I of the Land Use Element
- Resource Management System Summary Report (2005)
- County Noise Element (1991)
- County Safety Element - (1999)
- Agriculture and Open Space Element (December, 1998)
- County Trails Plan
- Countywide Public Facilities Fee Program
- Paso Robles Groundwater Basin Study □
- Clean Air Plan and Technical Appendices (1995), including Emission Inventory, Stationary Source Control, Meteorology□
- County Parks and Recreation Master Plan□
- Shandon Sewer Study(John Wallace and Associates)
- Cal Poly Plan for Shandon

The EIR and Plan for the widening of Highway 46 east is available from the California Department of Transportation.

Note: North Coast Engineering, Paso Robles and RRM Design Group, San Luis Obispo have topographic, title/easement information, flood studies and preliminary constraints maps that have been prepared for applicants of projects within the study area. This information has not been reviewed by the County.

The following information is also available from county sources. Whenever possible and appropriate, the consultant shall use existing data in lieu of conducting new studies.

(GIS information provided to the consultant will be PC Arc View shape files, registered in the California State plane coordinate system, zone 5, NAD 83, feet.)

Digitized scenic backdrop mapping. Consultant will carry information forward from previously-prepared document

Digitized biological habitat mapping. Consultant will carry information forward from previously-prepared document and identify sensitive habitats and wildlife corridors, including listing sensitive species within the sensitive habitats and their status. Additional discussion shall be included on species/habitat's tolerance of human intrusion.

Digitized archaeological/historical "sensitivity" map. Consultant will carry information forward from county-digitized layer and create a generalized sensitivity map, based on digitized information, records search, known historical locations and other information about where Native Americans were known to work and live.

Digitized seismic hazard map. Consultant will carry digitized information forward from previously-prepared technical documents for the Safety Element update on landslide and seismic hazards.

Digitized agricultural cropping map. Consultant will carry information forward from the county-digitized layer prepared by the county Department of Agriculture (county Agricultural Commissioner's Office) and show existing crops within the planning area. This would include listing

specific crops, acreage and trends (as is available from the Agricultural Commissioner's Office)

Ag Preserve mapping. Consultant will carry information forward from county's GIS system

County and state-generated traffic counts on highways, arterial roads and collectors. This information will be used to supplement consultant's traffic analysis.

County survey on public services. Consultant will use this information to discuss existing conditions on public services (water supply, sewage disposal, solid waste disposal, emergency and social services, etc.).

2.3 **SPECIFIC REQUIREMENTS**

Community Plan

1. Review existing background information outlined in paragraph 2.2. and any other applicable information.
2. Conduct at least three (3) noticed public workshops/visioning sessions (preferably using a charette method) to gather input from the community and property owners about the future of Shandon. The goal of the workshops is to establish a target population for the community, the location and extent of new land uses, including siting of a new community sewer system, land use category (zoning) changes, and a conceptual downtown design plan .
3. Formulate up to 3 alternative land use plans for the study area. The plans may vary from general zoning configurations to project level detail or some combination of both. The plans should reflect reasonable alternatives to meet the needs of the community and property owners.
4. Prepare a downtown design plan including standards and architectural guidelines.
5. Prepare an infrastructure financing plan with strategies to install infrastructure and distribute costs within the community.
6. Present Plan alternatives with design and infrastructure financing plans at a noticed public workshop with the Shandon Advisory Committee and determine the preferred plan.
7. Prepare an Environmental Impact Report (EIR) that analyzes the preferred and alternative plans and alternatives specified in Exhibit D.
8. Present alternative plans and EIR (with a detailed impact mitigation program by project phase) to the Shandon Advisory Committee, the Planning Commission and Board of Supervisors.
9. Prepare any necessary California Environmental quality Act (CEQA) documentation and filings including, but not limited to, Statements of Overriding Considerations
10. Prepare a final EIR and Community Plan for incorporation into the General Plan.

Environmental Impact Report

2.4 General Requirements

The EIR must meet all of the requirements set forth in the California Environmental Quality Act (Public Resources Code 21000 et seq.), the State CEQA guidelines (California Code of Regulations, section 15000 et seq.)

2.5 Specific Requirements

As noted in the project description, the study area includes three major property owners (Arciero Phase 1 and 2, Zaninovich(MZIRP) and the Peck Trust) and numerous smaller ones. The three major property owners are shown on the map in Figure II-3 of the Environmental Constraints Analysis. During the plan development phase, the owners of Arciero Phase 1 and MZIRP are expected to propose project level detail for all or part of their properties. The EIR will need to analyze environmental impacts at two levels. The analysis will be at programmatic level for the entire study area, and at a project level for the properties mentioned.

The issues described in Exhibit D shall be addressed in the EIR. The existing environmental constraints analysis shall be utilized whenever possible in analyzing the issues in Exhibit D. Other issues to make the EIR a complete document in compliance with CEQA and the State CEQA Guidelines shall also be addressed.

Identified impacts shall be designated as significant or insignificant pursuant to the criteria of CEQA and the State CEQA Guidelines. Indirect or secondary impacts of the project shall also be discussed and mitigation measures recommended.

Mitigation measures shall be described in detail and should be specific to the phased implementation of the Community Plan. Two types of mitigation measures should be recommended: measures addressing impacts related to the primary impacts; and measures addressing impacts related to the secondary impacts associated with the Community Plan.

County staff and representatives from the major property owners met recently with the California Department of Fish and Game and U.S. Fish and Wildlife Service. There are preliminary indications that a Habitat Conservation Plan(HCP) for the San Joaquin Kit fox may be required. If required, the HCP would be a separate budget item and should not be included in the bids for this RFP.

The County has a list of EIR consultants that have been approved by the Environmental Coordinator's office to prepare EIR's. Consultants who are not on this list will need to submit qualifications for review and approval. This list is attached as Exhibit F.

COORDINATION

2.6 STAFF MEETINGS

The consultant shall be available to meet with one or more of the County or other agency staff when given advance notice. The cost estimate shall include at least ten **(10)** such meetings, in addition to the number of meetings required for public workshops and public hearings.

2.7 PUBLIC MEETINGS AND HEARINGS

The consultant shall include costs for attending at least five (6) public meetings in Shandon. The consultant shall also include cost of attending at least six(6) Planning Commission and Board of Supervisors meetings. The consultant shall be prepared to respond to questions, make presentations and/or participate in an advisory capacity at the above. The costs for attending public meetings/hearings shall be itemized and attendance at additional meetings is to be considered an option to be exercised by the County.

2.8 DELIVERABLES

The format for all text documents, tables, charts, and illustrations shall be 8-1/2 x 11 vertical. If oversize inclusions are necessary, they will be 11 x 17. Document covers for all related documents shall be coordinated so they appear as a "set". All administrative drafts, drafts, and final documents shall be two-sided, black ink, on white or light recycled stock paper. This information in Microsoft Word for Windows and on CD's; all tables, charts, and illustrations are to be scanned or otherwise electronically inserted into the document as digital image files (manually "pasted-up" pages are not acceptable). Any spreadsheets or databases developed for these documents shall also be included on the above -referenced CD's, using Microsoft Access and convertible to DBF file format. An electronic copy of the final document suitable for website posting shall also be included on the consultant's web page with a link to our web page.

Any geographic information that is electronically mapped as part of this project shall be provided in a format compatible with ESRI's ArcView GIS software program, and shall be registered to the California State Plane NAD 83, Zone 5 coordinate system, units in feet. Sufficient metadata, describing levels of accuracy, methods of data capture, etc., shall accompany all mapped data. Descriptive text, thoroughly defining all features within each mapped data set, shall be incorporated into the data attribute tables.

Deliverables shall include:

1. 20 hard copies and 10 CD's(PDF) of the administrative draft Community Plan and EIR.
2. 75 hard copies and 30 CD's(PDF) of the Public Review Draft Plan and EIR
3. 20 copies and 30 CD's(PDF) of the final Community Plan and EIR.
4. 1 single sided camera ready copy.
5. One electronic copy in Microsoft Word
6. Host both draft and final documents on company website.

SECTION 3 - PROPOSAL CONTENT

3.1 FORM

Proposals and supporting materials shall be submitted in eleven (**11**) copies suitable for evaluation. Legibility, clarity and completeness are essential. Proposals should

provide assurance that the firm has the professional capability to satisfactorily complete all tasks as described in this RFP. Proposals shall also be put on a CD as a PDF file.

3.2 PERSONNEL AND EXPERIENCE

Describe the project contribution of each key person and approximate amount of time to be devoted to the project. Include a resume for each of the key personnel detailing their special qualifications applicable to the project. Describe the firm's qualifications in relationship to the required services. Summarize past projects of a similar nature that the consultant's firm has completed. If subcontractors are to be used, describe the methods that will be used to assure their cooperation and performance.

3.3 COORDINATION

Describe the process for maintaining a close working relationship between the consultant and the County project manager. Considerable merit will be placed on a relationship in which County Staff is frequently and completely briefed on all work in process. **A pre bid meeting will be held Friday, May 12, 2006, at 10:00 A.M. in the Department of Planning and Building, County Govt. Ctr. San Luis Obispo, Ca.. Please RSVP on or before May 10, 2006, to John Busselle, Senior Planner @ 805-781-5154; email- jbusselle@co.slo.ca.us**

3.4 TASK TIMETABLE AND COST ESTIMATES

The proposal shall contain the tasks required to complete the project with a completion target date for each task . The Community Plan and EIR costs should be separated whenever possible. The consultant shall estimate the costs per task. The proposal shall include a table which specifies the following for each task: assigned personnel, number of hours to be spent, rate/hour, total cost. Proposal amounts will be considered a factor in selecting a consultant.

The administrative draft Community Plan and EIR shall be completed no later than 7 months after the date of the Notice to Proceed. The Public review draft Community Plan and EIR shall be completed within 10 working days of receiving comments from the County on the administrative draft. The public hearing phase of the Community Plan and EIR is expected to begin in the spring of 2007 and conclude in Jan/Feb of 2008.

3.5 OBJECTIVITY

The Community Plan and EIR are to be an independent, objective, and unbiased work product. Proposals shall certify that the consultant, principals, and subcontractors (if used) have the capacity to submit a neutral and unbiased environmental document and draft plan.

3.6 SCOPE REVISIONS

The consultant is encouraged to contribute creative ideas to this scope of work. If the consultant identifies areas of concern or alternative methodologies not mentioned in

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this request, they should be described in the consultant's proposal and included in the cost estimate.

SECTION 4 - CRITERIA FOR EVALUATION OF PROPOSAL

The County of San Luis Obispo will evaluate the proposals based on, but not limited to, the following criteria:

4.1 UNDERSTANDING OF THE SCOPE OF WORK

- A. Demonstrated understanding of the project objectives.
- B. Consultant's approach to accomplishing the scope of work.
- C. Demonstrated knowledge of issues within the study area and overall county as applicable.

4.2 METHODS AND PROCEDURES

- A. Consultant's general approach to evaluating the issues.
- B. Complete description of the procedures and analytical methods to be utilized.
- C. Adequacy and creativity of the proposal, especially regarding proposed methods for acquiring a working understanding of local issues, for facilitating the flow of information between participants and the consultant, and for assuring meaningful participation by local residents and property owners in the planning process.

4.3 MANAGEMENT, PERSONNEL AND EXPERIENCE

- A. Qualifications of each participant and overall "skill-mix" for the firm.
- B. Prior experience and quality of similar studies, especially experience with rural communities.
- C. Information obtained by contacting references listed by the consultant.

4.4 CONSULTATION AND COORDINATION

- A. Procedures to be used to ensure close contact between consultant and the County's project team.
- B. Experience in working with community groups and local government.

4.5 COST ESTIMATES

The proposal is to include:

- A. Timetable and costs for completing the project, with totals for each component.
- B. Use of professionals and nonprofessionals for the appropriate tasks in the proposal.
- C. Quality of product and extent of scope delivered for the consultant's fee.
- D. Cost estimates for each proposed work product.

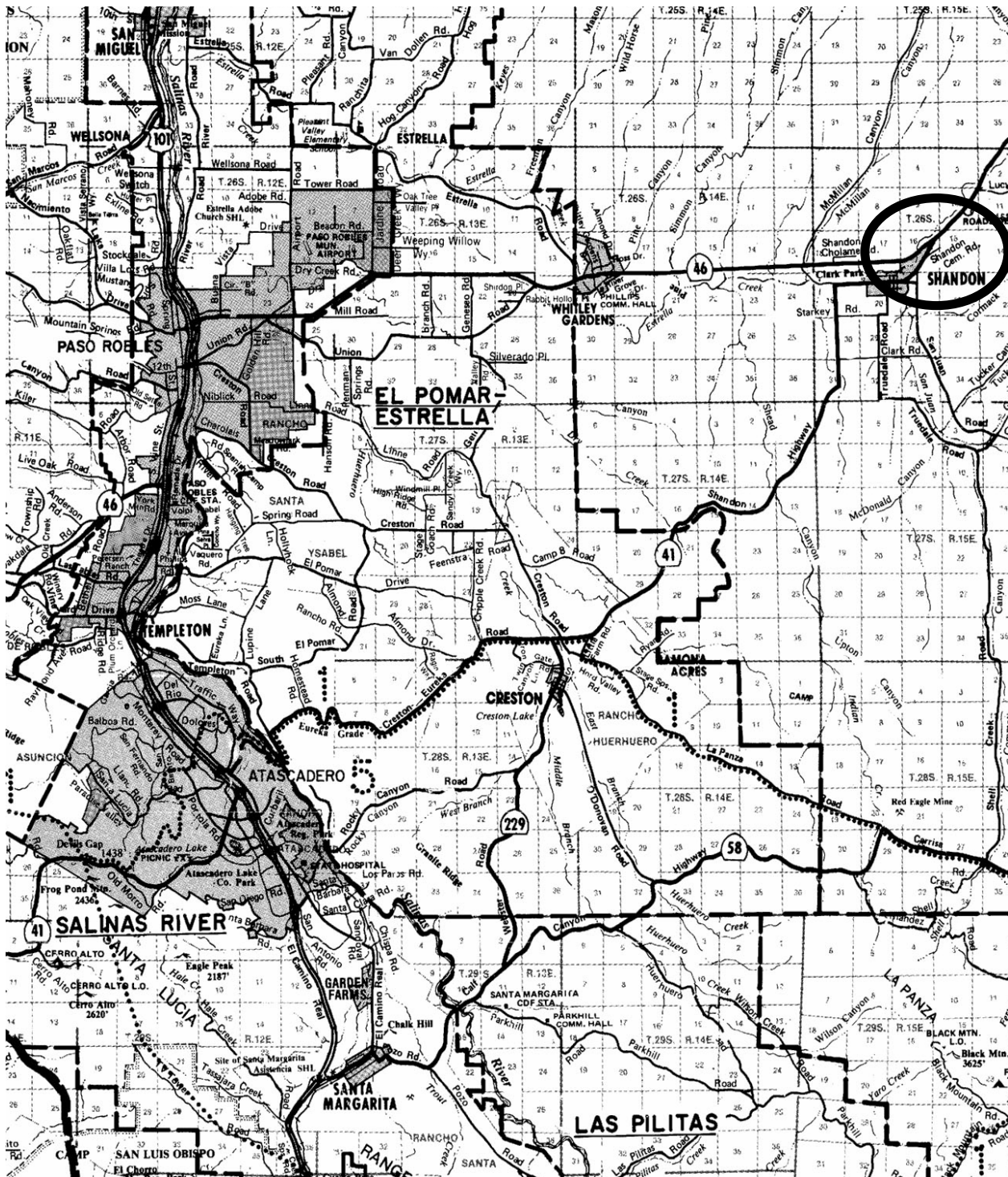
SECTION 5 - INSURANCE AND PROPOSED SCHEDULE

5.1 INSURANCE/INDEMNIFICATION

Insurance coverage and indemnification for proposed services shall be provided pursuant to county requirements, which are included with this Request for Proposals. Please see the sample contract in Exhibit E for insurance and indemnification requirements.

SHANDON COMMUNITY PLAN UPDATE

Figure 1



SHANDON COMMUNITY PLAN UPDATE



SHANDON COMMUNITY PLAN UPDATE**Exhibit B****GENERAL GOALS****Environment**

Maintain and protect a living environment that is safe, healthful and pleasant for all residents by conserving nonrenewable resources and replenishing renewable resources.

Balance the capacity for growth allowed by the Land Use Element with the sustained availability of resources.

Air Quality

Preserve and protect the air quality of the county by seeking to attain and maintain state and federal ambient air quality standards.

Determine, and mitigate where feasible, the potential adverse air quality impacts of new development.

Minimize the generation of air pollutants from projected growth by implementing land use policies and programs that promote and encourage the use of transportation alternatives to the single-passenger vehicle and minimize travel distance and trip generation.

Population Growth

Provide for a sustainable rate of orderly development within the planned capacities of resources and services and the county's and citizens' financial ability to provide them.

Distribution of Land Uses

Encourage an urban environment that is an orderly arrangement of buildings, structures and open space appropriate to the size and scale of development for each community.

Maintain a distinction between urban and rural development by providing for rural uses outside of urban and village areas which are predominately agriculture, low-intensity recreation, residential and open space uses, which will preserve and enhance the pattern of identifiable communities.

Identify important agricultural, natural and other rural areas between cities and communities and work with landowners to maintain their rural character.

Encourage the protection of agricultural land for the production of food, fiber, and other agricultural commodities.

SHANDON COMMUNITY PLAN UPDATE**Phasing of Urban Development**

Design and maintain a land use pattern and population capacity that is consistent with the capacities of existing public services and facilities, and their programmed expansion where funding has been identified.

Encourage the phasing of urban development in a compact manner, first using vacant or underutilized "infill" parcels and lands next to existing development.

Residential Land Uses

Locate urban residential densities within urban or village reserve lines near employment areas, while protecting residential areas from incompatible and undesirable uses.

Commercial and Industrial Land Uses

Designate a pattern of strategically located commercial and/or industrial areas compatible with overall land use that is convenient to patrons, realistically related to market demand and the needs of the community, and near areas designated for residential use.

Public Services and Facilities

Provide additional public resources, services and facilities to serve existing communities in sufficient time to avoid overburdening existing resources, services and facilities.

Avoid the use of public resources, services and facilities beyond their renewable capacities, and monitor new development to ensure that its resource demands will not exceed existing and planned capacities or service levels.

Finance the cost of additional services and facilities from those who benefit by providing for dedications, in-lieu fees or exactions.

Locate new and additional public service facilities on existing public lands where feasible, allowing for sufficient buffers to protect adjacent rural and agricultural areas.

Circulation

Integrate land use and transportation planning in coordination with cities to ensure that traffic and transportation demands can be safely and adequately accommodated.

Design a transportation system that provides safety within feasible economic and technical means, preserves important natural resources and features, promotes the esthetic quality of the region and minimizes adverse environmental changes.

Administration

Work toward minimizing administrative delays and costs to fee payers in the administration of the Land Use Element. Simplify development review procedures and provide incentives for development to locate where plan policies encourage it to occur.

Work closely with cities to provide continuity between city and county land use planning and to achieve common land use goals through reciprocal agreements.

SHANDON COMMUNITY PLAN UPDATE**Exhibit C****GUIDING PRINCIPLES FOR SMART GROWTH****Strengthen Regional Cooperation**

The County will seek to promote regional cooperation of all jurisdictions within the region in the formulation and the carrying out of land use policy, while respecting the interests of individual towns and cities. Smart growth identifies important regional values that often cut across jurisdictional boundaries. Our local transportation networks, economy, housing market, watersheds and numerous other systems function at the regional level. Planning for the area must recognize the regional characteristics we share, provide solutions and strategies that enhance our positive aspects and protect and preserve those vulnerable to loss or degradation.

Preserve Open Space, Farmland, Natural Beauty and Critical Environmental Areas

The County will support smart growth goals by bolstering local economies, preserving critical environmental areas, improving a community's quality of life, and guiding new growth into existing communities. By focusing development in already built-up areas, smart growth preserves rapidly vanishing natural areas. From woodland and forest areas, ranches and farms, to wetlands and wildlife, smart growth allows us the opportunity to pass on to our children the treasured areas of San Luis Obispo County.

Strengthen and Direct Development Towards Existing Communities

The County will focus development towards existing communities already served by infrastructure; utilize the resources that existing neighborhoods offer; and conserve open space and natural resources. Will help direct funding of transportation enhancements in the communities where people live today. Opening up green space to new development means the cost of new schools, roads, sewer lines, and water supplies will be borne by residents throughout the area. Taking advantage of existing infrastructure keeps public costs and taxes down. Smart growth helps on both fronts, saving money and protecting the environment. The County will seek to put the needs of existing communities first.

Foster Distinctive, Attractive Communities with a Strong Sense of Place

The County will employ context-sensitive design techniques and encourage communities to incorporate smart growth design and integrate land use, transportation and public safety. The County will prioritize the retaining of distinct urban boundaries between communities, and utilize natural and man-made boundaries and landmarks to create a sense of defined neighborhoods, towns and regions. Communities should craft a vision and set standards for development that respond to strongly held values of architectural beauty and distinctiveness, as well as expanded choices in housing and transportation.

SHANDON COMMUNITY PLAN UPDATE**Provide a Variety of Transportation and Land Use Choices**

The County will seek to provide people with balanced choices in housing, shopping, employment, communities, and transportation routes and modes of transportation – biking, public transit, walking, and driving. Those who want/need to drive can, but people who would rather not drive everywhere or don't own a car have other choices.

Create a Range of Housing Opportunities and Choices

The County will implement the Housing Element by seeking opportunities for quality housing for people of all income levels, in proximity to employment. Communities should maximize “choices” in location, size, design, diversity, cost and type of housing. The central goal of any smart growth plan is the quality of the neighborhoods where we live. They should be safe, convenient, attractive, and affordable. Low-density development too often forces trade-offs between these goals. Some neighborhoods are safe but not convenient. Others are convenient but not affordable. Careful planning can help bring all these elements together.

Encourage Mixed Land Uses

The County will promote integrating mixed land uses into communities as a key strategy for achieving more compact urban development, reducing dependence upon the automobile, stimulating economic activity and vitality in downtowns, improving the jobs/housing imbalance and providing for more affordable housing choices. Local communities should support mixed use development to help enrich downtown life and provide more efficient use of resources and public facilities.

Create Walkable Neighborhoods and Towns

The County will support the development of friendly, cohesive and integrated pedestrian facilities. Walkable communities are desirable places to live, work, learn, and play and facilitate healthy choices for getting around. Air quality and health benefits have been shown where walkable communities exist, as well as reduced transportation infrastructure impacts and costs. Communities with walkable attractive downtowns have been shown to stimulate economic development.

Take Advantage of Compact Building Design

The County will encourage communities to incorporate more compact building design as an alternative to conventional, land consumptive development. One of the major downfalls of sprawl is more traffic. Smart growth's emphasis on mixing land uses, clustering development, and providing multiple transportation choices helps manage congestion, pollute less, and save energy.

Make Development Decisions Predictable Fair and Cost Effective

The County will support the development of clear standards and guidelines to guide the review and approval process. For communities to be successful in implementing smart growth, both the private and public sector must embrace it. The County will seek ways to reduce complexities often encountered in the development review process and improve processing times and predictability.

Encourage Community and Stakeholder Collaboration

The County will support community and broad stakeholder collaboration. Growth in communities can create great places to live, work and play - if it responds to it's own sense of how and where it wants to grow. Community engagement creates and maintains ownership in the process and the product.

Where practical, green building alternatives shall also be incorporated into the Plan. These may include, but are not limited to, the following elements: energy efficiency and renewable energy, water stewardship, environmentally preferable building materials, waste reduction, indoor environment, sustainable development practices.

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Exhibit D

A. Agricultural Resources

Potential impacts to agricultural resources must be identified and evaluated by qualified persons. The analysis shall include, but not be limited to, the following:

1. The County Agricultural Commissioner's Office and California Department of Conservation shall be consulted.
2. The Important Farmland Map for San Luis Obispo County, the County Williamson Act Map, and Natural Resources Conservation Service Soil Survey Maps shall be reviewed.
3. A description of the existing and historical agricultural setting (including prime soils and soils of statewide significance), actual and potential productivity of the land, current and past uses, and practices including an emphasis on the unique rainfall, climatic, topographic and vegetative characteristics of the site shall be discussed.
4. A description of adjacent and regional agricultural uses shall be discussed. "Regional" will need to be defined as a "study area" by the consultant, in consultation with the County Agricultural Commissioner's Office.
5. A description of the agricultural suitability of the site(s), including soil types, soil capabilities, and the productivity of agricultural soils (irrigated and non-irrigated), and an analysis of crops and livestock uses suited to the site shall be discussed.
6. A description of existing and proposed Williamson Act Contract lands, including any proposed modifications to existing lands under contract shall be discussed. The proposed project should be analyzed for consistency with the Williamson Act.
7. Current and potential future water sources suitable for agricultural uses shall be identified and discussed (refer to Water Resources).
8. The potential adverse impacts to agricultural capability resulting from the project shall be evaluated.
9. The potential adverse impacts to the agricultural capability of adjacent or nearby lands currently enrolled in the Agricultural Preserve Program and/or supporting production agriculture shall be evaluated.
10. The potential for the conversion of agricultural parcels (including land designated as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance) to rural residential type uses and the resulting impacts to the agricultural capability of those and adjacent agricultural parcels shall be evaluated.
11. The loss of agricultural land shall be quantified by using the Land Evaluation and Site Assessment Model as approved by the Agricultural Commissioner's office and Department of Planning and Building.
12. The potential for the loss of agriculturally productive soils as a result of development and the potential for incompatibilities between agriculture and residential uses shall be evaluated.

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13. Adequate, feasible, and enforceable mitigation measures, if any, to ensure that agricultural resources are adequately protected shall be identified and discussed. The discussion of mitigation measures shall include the feasibility and probable long term impacts of placing some or all of the resulting agricultural parcels under Williamson Act contracts, permanent conservation easements, permanent agricultural easements, development of management plans, or other long term agricultural protection measures.

B. Air Quality

The analysis of air quality impacts shall be accomplished by a qualified air quality specialist and shall include, but not be limited to, the following:

1. The Air Pollution Control District, Clean Air Plan, and "CEQA Air Quality Handbook" (April 2003) shall be consulted.
2. A description of the existing air quality in the project area shall be provided, including:
 - a. Discussion of applicable State and Federal air quality standards.
 - b. Local climate and air pollution meteorology.
 - c. Local trends and patterns of air pollutant concentrations including air quality monitoring data from local monitoring stations.
3. State and Federal attainment status and current air quality planning efforts within the County shall be discussed.
4. County air quality policies and consistency with the adopted Clean Air Plan relative to development shall be discussed.
5. The thresholds and air quality constraints for development of the property shall be summarized.
6. A geologic analysis shall be performed to determine the presence or absence of naturally-occurring asbestos.
7. A through emissions analysis shall be performed on all relevant emission sources, using emission factors from the Environmental Protection Agency (EPA) document AP-42 "Compilation of Air Pollutant Emission Factors", EMFAC2000, URBEMIS, or other approved sources. The emissions analysis shall include calculations for estimated emissions of all criteria pollutants and toxic substances released from the anticipated land uses on a quarterly and yearly basis. Documentation of emission factors and all assumptions shall be documented in the EIR appendix.
8. Short-term, long-term, and cumulative construction and operational air quality impacts shall be identified and discussed. Operational emissions shall include, but not be limited to: increases in air pollution as a result of wood burning stoves, operation of appliances, and increased use of vehicles. A modeling analysis shall be required to address local and regional impacts with respect to maintaining applicable air quality standards at build-out.
9. Any other short-term, long-term, and cumulative construction and operational air quality impacts, including dust nuisance, objectionable odors, and the release of asbestos, shall be identified and discussed, and any required operational permits shall be identified.

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10. Adequate and feasible mitigation measures, if any, to address air quality impacts shall be identified and discussed. Mitigation measures shall be developed based on the "CEQA Air Quality Handbook" and consultation with the APCD.

C. Biological Resources

Potential impacts to biological resources must be identified and evaluated by a qualified biologist. The biological resource analysis shall include, but not be limited to, the following:

1. Existing reports shall be reviewed and incorporated into the environmental analysis, including the Shandon Environmental Constraints Analysis (2006) and the and *Wetland/U.S. Waters Delineation* report and associated maps (Olberding Environmental, Inc.; February 2000). Any supplemental studies determined to be necessary by the consultant shall be included in the proposed scope of work.
2. The California Department of Fish and Game, United States Fish and Wildlife Service, California Native Plant Society, the Audubon Society, and other appropriate conservation organizations as appropriate shall be consulted.
3. All rare, threatened and/or endangered plant and wildlife species on-site shall be identified.
4. All rare, threatened and/or endangered plant and wildlife species off-site that could potentially be affected by the proposed project shall be identified.
5. All other sensitive, unique or important plant and wildlife species and communities of the project area shall be identified.
6. The consultant shall prepare mapping that illustrates the locations of the following:
 - a. Location of individuals and groups of rare, threatened, and/or endangered plant species.
 - b. Habitat for rare, threatened and/or endangered plant and wildlife species.
 - c. Wetlands and riparian areas.
 - d. Other areas of sensitive, unique or important biological resources.
7. Short-term, long-term, and cumulative impacts on rare, threatened, and/or endangered species and species habitat shall be identified. The discussion shall include, but not be limited to, both direct and indirect effects of development on special-status species and their habitat, such as site alteration, increased sedimentation, and altered wildlife behavior. Cumulative impacts on the area's ecosystem that could result from the project shall be identified.
8. The effects of increased use of water resources, development, erosion and sedimentation on stream flow and affected aquatic species within San Juan Creek, Cholame Creek and Estrella Creek tributaries to the Salinas River.
9. Feasible mitigation measures, if any, which could be included in the project to minimize potential adverse biological impacts, shall be identified and discussed.

SHANDON COMMUNITY PLAN UPDATE**D. Cultural Resources**

The analysis of cultural resources shall be prepared by County-approved, qualified individual(s). Cultural resource sub-consultants shall be chosen based on: 1) familiarity with the project area, its history and setting and 2) demonstrated ability to work in an atmosphere where differing opinions are extant. The analysis shall include, but not be limited to, the following:

1. Existing reports and documents shall be reviewed and incorporated into the environmental analysis. Upon review of these studies, any supplemental studies determined to be necessary by the consultant shall be included in the proposed scope of work.
2. Local and Salinian Native American representatives, NAHC and the State Historic Preservation Office shall be consulted. Results of the SB 18 consultation shall be incorporated.
3. The cultural importance of on-site archaeological, historical, and paleontological resources shall be evaluated and discussed.
4. Potential significant impacts to archaeological, historical, and paleontological resources shall be identified and discussed.
5. Adequate and feasible mitigation measures to ensure that known and unknown cultural resources are adequately protected shall be identified and discussed.
6. The location and detailed descriptions of archaeological resources shall be contained in an appendix to be published under separate cover and clearly marked "Confidential, Not For Public Review".

E. Drainage, Erosion, and Sedimentation

A registered engineer must evaluate potential drainage, erosion, and sedimentation impacts. The analysis shall include, but not be limited to, the following:

1. Existing reports shall be reviewed and incorporated into the environmental analysis as appropriate. Any supplemental studies determined to be necessary by the consultant shall be included in the proposed scope of work.
2. The County Public Works Department, the United States Natural Resource Conservation Service, and the Resource Conservation District shall be consulted, as applicable.
3. Significant drainage courses and watersheds shall be identified and mapped.
4. All areas within and adjacent to the project boundaries that currently experience drainage and/or flooding conditions shall be identified and mapped.
5. Existing stormwater flow rates shall be determined, and future stormwater flow rates shall be calculated based on the applicant's proposed project description.
6. All areas that could potentially be adversely affected by drainage, flooding, erosion, or sedimentation impacts resulting from development of the proposed project shall be identified and mapped, including affected portions of the community of Santa Margarita.

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7. Short-term, long-term, and cumulative impacts shall be identified and discussed.
8. Feasible mitigation measures, if any, which could be included in the project to minimize potential adverse drainage, erosion, and sedimentation impacts, shall be identified and discussed.

F. Geologic Hazards/Site Alteration

A qualified, registered engineer shall evaluate potential geologic hazards and impacts resulting from site alteration. The analysis shall include, but not be limited to, the following:

1. Existing reports shall be reviewed and incorporated into the environmental analysis, including information in the Shandon Environmental Constraints Analysis. Any supplemental studies determined to be necessary by the consultant shall be included in the proposed scope of work.
2. The County Public Works Department, the County Department of Planning and Building, and the County Geologist shall be consulted.
3. The San Luis Obispo County Land Use Ordinance shall be referenced.
4. The description of the project setting shall include:
 - a. Underlying formations.
 - b. Faulting.
 - c. Slope stability.
 - d. Potential liquefaction hazards.
 - e. Potential landslide hazards.
5. Significant areas that pose geologic hazards shall be mapped.
6. The geologic features of the site and surrounding area that may have an adverse impact on the development of the project shall be evaluated and discussed.
7. Short-term, long-term, and cumulative impacts associated with topographical alteration including stability of roads, cut slopes, fill slopes, drainage structures, and other improvements shall be identified and discussed.
8. Feasible mitigation measures, if any, which could be included in the project to minimize potential impacts related to geologic hazards or topographic alteration shall be identified and discussed.

G. Noise

The analysis of noise impacts shall be accomplished by a County-approved, qualified individual experienced in the field of environmental noise assessment and shall include, but not be limited to, the following:

1. Existing and future (20-year) noise contours from, but not limited to, the following sources shall be determined and mapped:
 - a. Highway 46 East.
 - b. Highway 41.
 - c. Other Roads within the Study Area if appropriate

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2. Significant noise impacts resulting from proposed noise-sensitive development in close proximity to existing identified noise sources, using thresholds based on the adopted Noise Element of the County General Plan shall be identified and discussed.
3. Significant project-specific and cumulative noise impacts resulting from increased ambient noise level as a result of the proposed project shall be identified and discussed. Sources to be analyzed shall include, but not be limited to, the increased use of vehicles, appliances, and water pumps.
4. Adequate and feasible mitigation measures, if any, to minimize potential noise impacts shall be identified and discussed.

H. Public Safety

The analysis of potential public safety impacts shall be accomplished by a qualified individual, and shall include a discussion of hazardous materials, fire hazard, and air traffic safety, and shall include but not be limited to the following:

1. The California Department of Forestry/County Fire Department, County Sheriff's Department, California Highway Patrol and Cal Trans
2. Potential sources of public safety hazards on and adjacent to the project site shall be identified and discussed, including, but not limited to the following:
 - a. Transportation routes
 - b. Adjacent industrial, utility facilities.
 - c. Existing and proposed use of hazardous materials associated with agricultural, recreational, and other uses.
 - d. Wildland (high fire hazard).
3. Potential impacts as a result of public safety hazards shall be identified and discussed.
4. Applicable State and Federal codes and regulations shall be identified and discussed.
5. Adequate and feasible mitigation measures, if any, to minimize potential public safety impacts shall be identified and discussed.

I. Public Services and Utilities

The analysis of potential impacts to public services shall include but not be limited to:

1. The California Department of Forestry/County Fire Department, the San Luis Obispo County Sheriff's Department, the California Highway Patrol, and the Shandon Unified School District, shall be consulted.
2. The past and present status of police, fire, school, and solid and liquid (sludge) waste disposal services in the project area shall be identified and discussed.
3. The location of existing and proposed utility lines (gas, electric, and cable) shall be identified and discussed.

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4. Significant impacts to public services, or resulting from inadequate public services, that could result from the development of the project shall be identified, quantified, and discussed.
5. The proposed project's impact to existing emergency response systems shall be assessed. Impacts exceeding what are mitigated by existing "fair share" fee contribution programs shall be identified and discussed.
6. Significant impacts resulting from the construction of new public facilities (i.e., new fire department) shall be identified and discussed.
7. Significant impacts resulting from the construction of new utility lines shall be identified and discussed.
8. Feasible mitigation measures, if any, which could be included in the project to minimize potential impacts related to public services and utilities shall be identified and discussed. The analysis shall determine if any public improvement projects are necessary and identify the means of implementation for improvement projects.
9. Improvement projects, funding, and responsibility shall be identified as necessary to provide mitigation for each phase of project development and the cumulative effects of project development.

J. Recreation

The analysis of potential impacts to recreational resources shall include but not be limited to:

1. The County Department of General Services Division of Parks and Recreation, and the community of Shandon shall be consulted.
2. The past and present location and status of recreational resources in the project area shall be identified and discussed.
3. Existing and proposed recreational opportunities shall be clearly designated as either public or private uses, and the proposed project shall be analyzed for consistency with the County Trails Plan and Agriculture and Open Space Element.
4. This section shall include an analysis of both private versus public recreation amenities.
5. Impacts to recreational resources including increased demand and the creation of new recreational facilities that could result from the development of the project shall be identified and discussed, including effects of the proposed project on the adjacent agricultural areas.
6. Feasible mitigation measures, if any, which could be included in the project to minimize potential adverse impacts related to recreational resources shall be identified and discussed. The analysis shall determine if any new recreational opportunities are necessary.

K. Traffic

The analysis of traffic conditions shall be performed by a registered engineer with expertise in traffic and shall include, but not be limited to, the following:

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1. The traffic section of the Shandon Environmental Constraints Analysis shall be assessed and reviewed, and the need for additional or supplemental studies shall be determined. This would include the need for a Project Study Report for improvements to State highways, with a detailed description of issues to address.
2. The County Public Works Department, California Department of Transportation, California Highway Patrol, and San Luis Obispo Council of Governments shall be consulted.
3. Existing safety issues, traffic capacity, and loads of affected highways, roads, and intersections shall be discussed, including but not limited to the following locations and associated intersections:
 - a. Highway 46 East
 - b. McMillan Cyn Rd and the intersection with Highway 46 East
 - c. Highway 41 through Shandon
 - d. McMillan Cyn Rd and the intersection with Highway 41
 - e. The intersection of Highway 41 and Highway 46 East.
 - f. Truesdale Rd and Starkey Rd.
 - g. Highway 46 East and Highway 101 intersection
4. The analysis shall include, but not be limited to an assessment of:
 - a. Increased traffic during commuting hours;
 - b. Sustained daily traffic to destinations (golf course, restaurants, commercial development, etc.);
 - c. Sustained traffic within housing communities; and,
 - d. Traffic safety issues.
5. Significant impacts to traffic capacity or traffic safety that could result from the development of the project shall be identified and discussed. The impact discussion shall include short-term effects during construction of proposed development, long-term effects, and cumulative effects.
6. The physical effects of increased use of local roads and highways shall be assessed.
7. Proposed access locations and internal circulation shall be evaluated to identify any potential traffic safety impacts, including the creation of dangerous intersections, limited site distance, unsafe pedestrian crossings, and insufficient acceleration/deceleration lanes, channelization lanes, and safety lighting.
8. The requirement for encroachment permits for off-site road improvements from the County and Caltrans shall be identified and discussed.
9. Feasible mitigation measures, if any, which could be included in the project to minimize potential impacts related to traffic capacity or traffic safety shall be identified and discussed. Mitigation measures may include both on-site and off-

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site road improvements, installation of street signals and signage, and additional lighting. Secondary impacts resulting from recommended and required improvements shall be identified and discussed.

L. Visual Resources

Using information contained in the Shandon Environmental Constraints Analysis a viewshed analysis from public highways and major roads shall be prepared by a County-approved, qualified individual and shall include, but not be limited to, the following:

1. Development of ratings and recommendations for the assignment of aesthetic values to protect views from roads within the study area and to identify other, if any, potentially significant key viewing areas.
2. The viewshed(s) of key viewing areas shall be identified and mapped, and representative photos of key viewing areas shall be presented.
3. The analysis shall include a discussion of methodology for the determination of key viewing areas, thresholds of significance, and classification of impact(s).
4. Accurate color photo-simulations of proposed development within key viewing areas shall be presented.
5. Short-term, long-term, and cumulative impacts shall be identified, and may include visual silhouetting of structures, modification of landforms and loss of vegetation, increased light and glare, loss of dark skies due to increased ambient night lighting, and degradation of visual character.
6. Adequate and feasible mitigation measures to ensure that visual resources are adequately protected shall be identified and discussed. Project-specific mitigation measures may be required for identified projects (including the agricultural cluster development and individual projects listed in the future development scenario), and general mitigation measures may be applied throughout the project site, such as design standards and the designation of visually sensitive areas.
7. Accurate color photo-simulations of proposed development within key viewing areas shall be presented with recommended mitigation measures incorporated into the simulation.

M. Wastewater

The analysis shall be prepared by a registered engineer with experience in wastewater systems, and shall include, but not be limited to, the following:

1. The County Environmental Health Division and Regional Water Quality Control Board shall be consulted.
2. Wastewater demands shall be calculated, and the proposed wastewater disposal system(s) shall be evaluated, using existing information including technical studies and other reports to be submitted by the applicant, for compliance with the local Basin Plan (soil percolation rates, impermeable layers, setbacks and depth to ground water).

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3. Impacts resulting from construction of the proposed wastewater system(s) shall be identified and discussed, including potential impacts to the local groundwater basin and available drinking water supply.
4. The amount of sludge generated by individual septic systems shall be quantified, and an analysis shall be prepared to determine the impacts to waste disposal sites that accept sludge.
5. Feasible mitigation measures, if any, which could be included in the project to minimize potential adverse impacts, shall be identified and discussed. The analysis shall determine if the applicant's proposed method(s) for wastewater disposal would be adequate and consistent with the Basin Plan, or if the construction of engineered systems and/or a new wastewater treatment facility would be necessary. Secondary impacts as a result of improvements shall be identified and discussed.

N. Water Pollution

The analysis of surface and ground water pollution impacts shall be prepared by a qualified professional and shall include, but not be limited to, the following:

1. The Regional Water Quality Control Board and the County Agricultural Commissioner's Office shall be consulted.
2. Past and present water quality in the area of the project site shall be identified and discussed. "Area" will need to be defined as a "study area" by the consultant, and should include groundwater basins supplying adjacent properties as well as municipal water users.
3. Proposed uses that may result in surface and ground water pollution during operation, including but not limited to commercial and agricultural uses, shall be identified and discussed.
4. The potential for groundwater contamination shall be identified and discussed, including the following sources of pollutant discharge:
 - a. Surface water runoff.
 - b. Intensification of agricultural uses.
 - c. Topographical alteration and development.
5. Feasible mitigation measures, if any, which could be included in the project to minimize potential impacts related to water quality shall be identified and discussed.

O. Water Resources

A complete hydro-geologic analysis shall be prepared by a County-approved, certified engineering geologist. The analysis shall include, but not be limited to, the following:

1. The County Public Works Department, County Service Area Number 16 shall be consulted.
2. The water section of the Shandon Environmental Constraints Analysis shall be reviewed.
3. Current and future projections of water demand for the project shall be determined based on the various uses making up the proposed project's water

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demands. The proposed water demand may be based on phased development.

4. A water supply assessment modeled on SB 610 shall be completed and/or verification of available water modeled on SB 221 shall be completed
5. Potential water availability shall be evaluated and discussed, including:
 - a. Feasibility existing and potential new wells to supply proposed water demand.
 - b. Feasibility of alternative sources of water, including the State Water Project .
 - c. Sustained pumping capacities of existing community wells.
 - d. Investigation of draw-down (if any) of other wells on-site and wells on neighboring properties.
 - e. The effects of increased pumping on surrounding agricultural water supplies.
6. The long-term capability of the ground water basin to provide adequate quantities of water for an expected lifespan or duration of the operational phases of the proposed project shall be evaluated and discussed.
7. Potential water quality and quantity impacts as a result of increased pumping shall be evaluated and discussed, including impacts to aquatic plants and wildlife on the project site and in the region.
8. Potential impacts on neighboring wells as a result of on-site water requirements shall be evaluated and discussed. This analysis shall take into account the cumulative impacts associated with water availability impacts.
9. Potential water availability impacts that could occur as a result of increased water use by neighboring properties shall be discussed. Reasons for water use increases could include, but not be limited to, agricultural intensification, expansion of mining activities, and/or urban growth.
10. Feasible mitigation measures, if any, which could be included in the project to minimize potential impacts related to groundwater availability shall be identified and discussed. In addition to water conservation measures proposed by the applicant, additional enforceable conservation measures, the use of recycled water, and the establishment of a developer's mitigation fee program may be appropriate.

P. Socio-economic Effects

1. The affected socioeconomic environment shall be delineated, and shall depict the land, buildings, and other features that may be subject to physical project effects.
2. The analysis shall involve the collection of available statistics from all available sources, including census data, sales tax data, and an inventory of all business operations that would be positively or adversely, directly or indirectly affected by physical changes proposed by, or resulting from, the proposed project. The existing setting section will summarize the results of the data collection. The social and economic data should be tabulated for ease of reference and

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detailed data should be included in an appendix. The social and economic study area shall be described, including existing population characteristics, housing patterns, commercial and business patterns, and recreational economic characteristics. Qualitative information will be described based upon survey results.

3. Land use, growth inducement, farmland, social, relocation, and economic impacts shall be identified and discussed as part of this analysis.
4. Long-term or short-term significant impacts to socioeconomic resources and any potential environmental justice issues shall be identified and discussed. The determination of impact shall be based on clearly defined significance criteria, developed from agency consultation and the appropriate legislative guidelines. If the social and economic effect causes a cause or effect that is significant the cause or effect shall be identified, not the social or economic change.
5. Cumulative social and economic effects shall be addressed, to the extent that they could cause a physical change in conjunction with the proposed actions. The significance of these, while avoiding excessive speculation, shall be discussed.
6. Mitigation measures shall identified and discussed. Any unavoidable impacts that cannot be mitigated shall be identified.

Q. Consistency with Locally Adopted Plans and Policies

This analysis is to be accomplished by a qualified land use planner and is to include, but not be limited to, the following:

1. The County Planning and Building Department and affected agencies shall be consulted.
2. The consultant shall complete an evaluation and discussion of the proposed project as it relates to all applicable plans and policies, including, but not limited to:
 - a. Framework for Planning.
 - b. Land Use Ordinance.
 - c. Shandon-Carrizo Area Plan
 - d. County Land Use Element
 - e. Clean Air Plan.
3. The consistency analysis may be presented as a separate section of the EIR, or may be presented within the regulatory setting of each applicable environmental resource section. The consistency analysis shall apply to both the agricultural residential cluster project and future development scenario. At a minimum, inconsistencies shall be clearly presented in a separate section within the EIR.
4. This section shall also assess the proposed future development scenario, and a table shall be provided to clearly identify whether the proposed uses are allowed by the County Land Use Ordinance, Shandon-Carrizo Area Plan/Land Use Element, Agriculture and Open Space Element.

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5. This section shall also include a list and brief discussion of the required Specific Plan, General Plan Amendments, and entitlements that would be required to implement each project listed by the applicants in the future development scenario.

R. Alternatives

The alternatives analysis shall be prepared pursuant to CEQA Guidelines, and shall evaluate a minimum of four alternatives as followed:

1. Discussion and evaluation of project alternatives shall include, but not be limited to, the following:
 - a. No project.
 - b. Revised design.
 - c. Reduced project.
 - d. Alternative development scenarios.
 - e. Alternative locations.
2. The alternatives discussion shall include the same level of analysis as the proposed project for all significantly affected resources.
3. This section shall include graphics, where applicable, showing proposed alternative locations for the uses identified in the future development scenario, including but not limited to livestock areas, residential development, facilities, public and private recreational opportunities, and access locations.

S. Cumulative Impacts

The EIR must address all cumulative impacts within each area of analysis. The cumulative analysis shall include the proposed agricultural cluster subdivision, future development scenario, any proposed general plan amendments, and build-out of the Shandon Urban area. The discussion of cumulative impacts shall include, but not be limited to the following:

1. The proposed method for analyzing cumulative impacts shall be identified, including all assumptions based on existing setting and timeframe of analysis (i.e., 20 years).
2. Cumulative impacts shall be quantified when feasible, such as during the assessment of traffic and air quality impacts.
3. All cumulative impacts resulting from the proposed project in relation to other existing and future projects shall be identified and discussed. Cumulatively considerable impacts shall be identified and discussed.
4. All cumulative impacts resulting from the proposed future development scenario in relation to other existing and future projects and build-out of the Shandon Urban shall be identified and discussed. Cumulatively considerable impacts shall be identified and discussed.
5. Any additional mitigation measures shall be identified, as applicable.

SHANDON COMMUNITY PLAN UPDATE**T. Growth Inducement**

The EIR must include an evaluation and discussion of the project's potential growth inducing impacts, including but not limited to, the potential for leap-frog development, loss of agricultural land, the project's affect on the population and housing balance, and impacts to environmental resources.

U. Mitigation Monitoring

A comprehensive mitigation monitoring and reporting program, pursuant to Public Resources Code section 21081.6, shall be developed for applicable mitigation measures. If necessary, the program shall include "post construction" monitoring. Additionally, the program shall contain a dispute resolution procedure in the event the monitoring program generates disputes between the agency and the developer that cannot be quickly resolved.

Response to Comments

A time and materials not-to-exceed budget of 100 hours shall be included in the proposal and cost estimate to prepare responses to comments to the Draft EIR. Responses shall be prepared pursuant to Section 15088 of the State CEQA Guidelines. Responses shall be prepared in a format approved by the Environmental Coordinator.

Findings

A time and materials not-to-exceed-budget of 50 hours shall be included in the proposal and cost estimate, for preparation of findings pursuant to Sections 15091 and 15093 of the State CEQA Guidelines. These findings shall be prepared in a format approved by the Environmental Coordinator.

Exhibit E

**CONTRACT FOR SPECIAL SERVICES BY INDEPENDENT CONTRACTOR
EIR PREPARATION FOR THE (COUNTY PROJECT)**

THIS CONTRACT is made and entered into on this _____ day of _____, 20 __, by and between the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California [hereafter "County"], through its Environmental Coordinator [hereafter "Coordinator"] and Consultant name, a California Corporation [hereafter "Consultant"].

WITNESSETH:

— WHEREAS, the County has authorized the preparation of an Environmental Impact Report for the proposed project identified as project name, EDXX-XXX, which lies in the County of San Luis Obispo, and is more precisely located on the plat attached hereto as Exhibit "A"; and

WHEREAS, the County shall maintain high quality standards in the application of environmental laws in the County of San Luis Obispo; and

WHEREAS, the project requires an unbiased Environmental Impact Report [hereafter "EIR"], that is prepared in accordance with the California Environmental Quality Act, Public Resources Code, sections 21000 et seq. [hereafter "CEQA"], the State CEQA Guidelines, California Code of Regulations, title 14, section 15000 et seq. [hereafter "Guidelines"], and the County of San Luis Obispo Environmental Quality Act Guidelines [hereafter "Guidelines"], and that reflects the independent judgment of the County; and

WHEREAS, it is understood that the Consultant shall be the independent contractor of the County to prepare the EIR.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements and stipulations set forth herein, the parties agree as follows:

I. PREPARING THE EIR

A. DUTIES OF THE CONSULTANT.

1. It is a fundamental requirement that this EIR be prepared by an unbiased Consultant.

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2. To further protect the unbiased EIR requirement, the Consultant agrees that the duties described in this Contract shall be the only work Consultant performs on the project name, unless the Consultant obtains prior written consent from the Coordinator.

3. The Consultant shall make the field exploration, research, tests and analysis necessary to complete an EIR which fulfills the requirements of the EIR content required by CEQA, the Guidelines, and the provisions set forth in Consultant's Scope of Work, [hereafter "scope of work" or Exhibit B]. Exhibit B is attached hereto and incorporated by reference at this point except that the information as to cost and time is attached for informational purposes only.

4. Some factors could severely inhibit or prohibit a proposed project. An objective of conducting an environmental impact study is to identify these factors as soon as possible in order to make a determination regarding the feasibility of whether to continue with the EIR or the project. While conducting the EIR, the Consultant shall diligently watch for and analyze those environmental factors that could inhibit or prohibit the project. If such factors are identified, the Consultant shall immediately notify the Coordinator. The Coordinator will then advise the Consultant in writing on whether to stop work or continue with the EIR.

5. The Consultant shall submit the following documents in multiple copies in phases as described below: (1) a Draft Project Description and detailed EIR outline, (2) an Administrative Draft EIR, (3) a Draft EIR, (4) an Administrative Final EIR and (5) a Final EIR. Consultant agrees to prepare the documents in compliance with the provisions of CEQA, the Guidelines, and Exhibit B.

a. The Draft Project Description and EIR Outline. At the initial kick-off meeting, the Coordinator will provide Consultant with a preliminary project description. Within ten (10) working days following the initial kick-off meeting, Consultant shall submit two (2) copies of the draft EIR project description and EIR outline to the Coordinator for review and approval. The Coordinator must approve the draft EIR project description and EIR outline for this phase to be complete. After the Coordinator approves the draft project description and EIR outline, the Consultant may rely on it as a basis for the environmental impact analysis. It is understood that the project description may be further refined from time to time as the EIR study progresses. Any significant changes made to the approved project description may require additional analysis within completed sections of the EIR. The Consultant shall notify the Coordinator of such changes that will result in additional costs. Before incurring

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additional costs, Consultant shall submit an amended proposal to Coordinator. The Coordinator will advise Consultant whether to continue.

b. The Administrative Draft EIR. The administrative draft EIR is an internal agency document and shall be transmitted only to the Environmental Coordinator, who then may provide it to agencies as needed. Consultant shall not release any part of the administrative draft EIR to the Applicant or other agencies without advance direction from the Coordinator. ___ weeks after the Coordinator approves the draft project description and EIR outline, Consultant shall submit ___ (___) unbound copies (3-hole drilled) in 3-ring binders of an administrative draft EIR with appendices to the Coordinator for agency and staff review and comment. Ten (10) working days after the Coordinator submits comments to the Consultant, Consultant shall incorporate all of the Coordinator's comments and shall submit all changed or new pages showing the revisions to the Coordinator. The administrative draft EIR may be submitted and returned for changes as often as necessary until the Coordinator approves a copy as a complete administrative draft EIR. When the Coordinator notifies Consultant that the Coordinator has approved the administrative draft EIR, this phase is complete.

c. The Draft EIR. The Consultant has ten (10) working days from Coordinator's approval of the administrative draft EIR to provide the draft EIR, ready for public review. The Consultant shall provide the County with two (2) camera-ready copies (one single-sided and one two-sided copy), ___ (___) unbound copies (3-hole drilled), ___ (___) bound copies of the draft EIR with appendices, and an electronic version in a County-acceptable format. The Coordinator must approve the draft EIR for this phase to be complete.

d. The Administrative Final EIR. After the comments described in CEQA and the Guidelines, sections 15086 and 15087, have been collected by the Coordinator, the Coordinator shall transmit these comments to the Consultant. The Consultant shall prepare written responses to these comments in accordance with CEQA and the Guidelines, section 15088. Within fifteen (15) working days of receipt of these comments, the Consultant shall provide the County with ___ (___) unbound copies (3-hole drilled) of the administrative final EIR with appendices for the Coordinator's review, comment and approval. The Coordinator will submit comments to the Consultant. Consultant shall incorporate all of the Coordinator's comments and shall submit all changed or new pages showing the revisions to the Coordinator. The administrative final EIR may be submitted and returned for changes as often as necessary until the Coordinator approves a copy as a complete administrative final

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EIR. When the Coordinator notifies Consultant that the Coordinator has approved the administrative final EIR, this phase is complete.

e. The Final EIR. After the Coordinator approves the administrative final EIR, the Consultant shall, within ten (10) working days, provide the Coordinator with two (2) camera-ready copies (one single-sided and one two-sided copy), __ (__) unbound copies (3-hole drilled) and __ (__) bound copies of the final EIR with appendices. In addition, the Consultant shall submit the following: one set of diskettes of the final EIR and appendices; textual information shall be in Word or WordPerfect format (County's current version); spreadsheets and/or databases shall be in Excel format or other format-acceptable to County. Computer spreadsheets and graphics generated for use in the EIR shall be formatted to be easily used as part of the County's ArcInfo-based geographic information system as follows:

Whenever possible, digitized map data shall be based upon the USGS 7.5 minute quad sheet map series (1:24,000). For registration purposes the locations of the eight (8) latitude/longitude coordinate grid points that represent the four corners and four interior points of the quad map shall be identified. Each distinct data set shall be mapped to a separate layer or theme. All final map data shall be registered to the California State Plane coordinate grid system (NAD83), units being in U.S. feet, and shall be submitted in a .DWG and/or .SHP file format compatible with AutoCAD 2000, ArcView 3.x, or ArcGIS 8.x on CD or DVD media.

A detailed description of all symbolization utilized in the final product shall be included on CD or DVD media. Metadata which meets or exceeds FGDC standards shall also be included on CD or DVD media for all distinct data sets created under this contract.

When the Coordinator notifies Consultant that Coordinator has approved the final EIR, this phase is complete.

B. DUTIES OF THE COUNTY.

1. The Coordinator will be responsible for ensuring that the EIR reflects the independent judgment of the County as the Lead Agency as required by Section 15084(e) of the Guidelines.

2. The Coordinator will make any documents, relevant to the proposed project, in the possession of Coordinator, available to the Consultant.

3. It is understood that repeated revisions to the EIR are costly for the Consultant and the Coordinator. Therefore the Coordinator shall make every effort to reduce the number of iterations of the EIR to a minimum by diligently reviewing each submittal by the Consultant.

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4. Coordinator will advise the Consultant whether to continue with the EIR or stop work when situations are identified, such as environmental, economic, technical, legal or other factors, which could inhibit or prohibit the project.

5. The Coordinator will accomplish the tasks required of the Coordinator described in Paragraph I.A. above.

6. Other agencies and the public may make comments to the draft EIR pursuant to CEQA and the Guidelines, sections 15086 and 15087. The Coordinator will make any of these comments which raise environmental points available to the Consultant.

7. The County will provide for payment to the Consultant as provided by the terms of this Contract. The Coordinator will expeditiously review all work submitted by the Consultant in order to assure prompt payment of invoices. At the request of the Consultant, the Coordinator will explain in writing any delay, not the result of the Consultant, that would prevent payment of the invoice within 30 days of receipt by the Coordinator.

C. PAYMENT.

1. County's Maximum Cost of the EIR. The Contract for the preparation of the EIR is a lump sum Contract. It is not a time and materials Contract. The County will pay the Consultant a maximum amount of EIR cost - written out dollars (\$___) for a Coordinator-approved, final EIR. The County will pay Consultant in staged payments throughout the performance of the Contract. The sums due under the timing of these staged payments are tied to products delivered by the Consultant to the Coordinator and approval of such products by the Coordinator.

2. Time of payment. At the request of the Coordinator, the Consultant shall submit itemized statements for work performed on each phase or from the execution of the Contract to the date of the request. The County has the right to access and copy the records to verify all work performed on the Contract to date. The County's right to inspect and copy records is in addition to the legal rights and liabilities of the parties pursuant to an audit described in paragraph V.M.

a. Consultant will be paid twenty percent (20%) of the maximum amount in paragraph I.C.1. above, \$ amount - written out dollars (\$___), within thirty (30) days after the Coordinator receives a correct invoice, and receives and approves two (2) copies of the draft project description and EIR outline. If the Contract is terminated before the Consultant expends twenty percent (20%) of the maximum contract price in billable items, the County is

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entitled to a refund of the difference between the twenty percent (20%) down payment and an itemized billing amount for the work to termination date based on the rates and schedules in Exhibit B.

b. Consultant will be paid forty percent (40%) of the maximum amount in paragraph I.C.1. above, \$ amount - written out dollars (\$___), within thirty (30) days after the Coordinator receives a correct invoice, and receives and approves ___ (___) copies of the administrative draft EIR.

c. Consultant will be paid twenty percent (20%) of the maximum amount in paragraph I.C.1. above, \$ amount - written out dollars (\$___), within thirty (30) days after the Coordinator receives a correct invoice, and receives and approves ___ (___) copies of the draft EIR.

d. Consultant will be paid twenty percent (20%) of the maximum amount in paragraph I.C.1. above, \$ amount - written out dollars (\$___), within thirty (30) days after the Coordinator receives a correct invoice, and receives and approves ___ (___) copies of the final EIR.

3. Early Termination Payment. If the Contract is terminated prior to the completion of the final EIR for a reason other than breach by the Consultant, the County will pay Consultant for work performed on the Contract from execution to termination, but not to exceed the maximum percentages listed above for each approved phase plus an additional for work performed and expenses incurred on the phase in progress. Subconsultants shall be apportioned to the phase(s) according to the actual billing to the Consultant from the Subconsultant. Payment for attendance at meetings and hearings, travel and per diem shall be allocated to the phase in which the travel occurred. If any phase is not completed and the Contract is terminated due to breach by the Consultant, the amount due Consultant shall be the maximum amount of the EIR less the amount required to hire and compensate a replacement Consultant to complete the EIR.

4. Cost Containment. In no event is the Consultant authorized to incur additional costs beyond the maximum amounts in this Contract without prior written agreement signed by the County. Before incurring additional costs or providing additional services, Consultant must inform Coordinator, in writing, of the estimated additional costs. Without prior written approval signed by the County, the County shall not be liable for any amount over the amounts specified herein.

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5. Early Payment. For good cause, and in the sole discretion of the County, the County may make such early payments during any phase without terminating this Contract. The Consultant shall preserve the work performed to date and minimize the need to repeat work on the current phase. Before receiving an early payment, the Consultant shall submit an itemized statement showing time and materials spent from execution to date, specifically identifying the work done on the phase in progress and the estimated amounts remaining to complete the phase in progress. In no event shall Consultant be entitled early payment for a future phase. The Board of Supervisors delegates the authority to make early payments to the Environmental Coordinator provided the Environmental Coordinator retains sufficient funds to complete the phase in progress including costs to re-start a delayed phase. The County shall incur no liability for declining to make an early payment.

II. PROJECT MEETINGS AND PUBLIC HEARINGS

This section of the Contract, Section II, "Project Meetings and Public Hearings," is an option to be exercised solely at the discretion of the Coordinator.

A. NUMBER OF MEETINGS AND HEARINGS.

At the Coordinator's request, Consultant will send appropriate representatives to ___ (___) project meetings and ___ (___) public hearings.

B. PAYMENT CALCULATIONS.

1. Attendance at project meetings. The Consultant shall be paid for the time spent by Consultant's representatives in preparing for and attending the project staff meetings. The Consultant shall submit an itemized billing for each meeting attended. The Consultant's (*position title(s)* - e.g. Supervising Environmental Professional) will be paid at the hourly rate of \$ amount - written out dollars (\$___) per hour for preparation and attendance at such meetings. The total maximum for preparation, attendance and participation of all of Consultant's representatives in all meetings on the project and appeal, if any, is \$ amount - written out (\$___). This is in addition to the amount stated in paragraph I.C.1. above.

2. Attendance at hearings. The Consultant shall be paid for the time spent by Consultant's representatives in preparing for and attending the public hearings. The Consultant shall submit an itemized billing for each public hearing attended. The Consultant's (*position title(s)* - e.g. Supervising Environmental Professional) will be paid at the hourly rate of \$ amount - written out dollars (\$___) per hour for preparation and attendance at such hearings. The total maximum for preparation, attendance and participation of all of

Consultant's representatives in all (up to #) public hearings on the project and appeal, if any, is \$ amount - written out dollars (\$___). This is in addition to the amount stated in paragraph I.C.1. above.

III. PROPOSED FINDINGS

This section of the Contract, Section III, "Proposed Findings," is an option to be exercised solely at the discretion of the Coordinator.

A. DUTIES FOR FINDINGS.

At the Coordinator's request, Consultant shall prepare and deliver to Coordinator, ___ (___) unbound copies of proposed findings for use by the Board of Supervisors. The findings shall be prepared in accordance with the requirements of the Guidelines, sections 15091 and 15093. The Coordinator will notify Consultant of a reasonable due date for the proposed findings. The Coordinator must approve the proposed findings for this performance to be complete. Findings shall also be provided to the County on diskette(s), using Word or WordPerfect (County's latest version); any spreadsheets and/or databases developed for these findings will be provided on these diskettes in Excel format or other County-approved format.

B. PAYMENT FOR FINDINGS.

County shall pay Consultant on a time and materials basis for preparing proposed Findings, up to a total maximum amount of \$ amount - written out dollars (\$___) for Coordinator-approved proposed findings. Consultant will submit an itemized statement. The Project Manager will be billed at no more than \$ amount - written out dollars (\$___) per hour. (Word processing will be billed at no more than \$ amount written out dollars (\$___) per hour). Payment will be due thirty (30) days after approval of proposed findings and receipt of Consultant's correct invoice. Payment for findings is in addition to the amounts stated in paragraphs I.C.1. and II.B.1. above.

IV. MITIGATION MONITORING PROGRAM

This section of the contract, Section IV, "Mitigation Monitoring Program," is an option to be exercised solely at the discretion of the Coordinator.

A. DUTIES FOR PREPARATION OF MITIGATION MONITORING PROGRAM.

At the Coordinator's request, Consultant shall prepare and deliver to Coordinator, ___ (___) copies of a proposed mitigation monitoring program for use by the Board of Supervisors

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and County staff. The mitigation monitoring program shall be prepared in accordance with the requirements of CEQA, Public Resources Code, section 21081.6, and the Guidelines, section 15126. The Coordinator will notify Consultant of a reasonable due date for the proposed mitigation monitoring program. The Coordinator must approve the proposed mitigation monitoring program for this performance to be complete. The Consultant shall provide one set of diskettes, on Word or WordPerfect (County's latest version), of the mitigation monitoring program; any spreadsheets and/or databases developed for the mitigation monitoring program will be provided on these diskettes in Excel format or other format acceptable to the County.

B. PAYMENT FOR MITIGATION MONITORING PROGRAM.

County shall pay Consultant on a time and materials basis for preparing proposed Mitigation Monitoring Program, up to a total maximum amount of \$ amount - written out dollars (\$___) for a Coordinator-approved proposed mitigation monitoring program. Consultant will submit an itemized statement. The (Project Environmental Professional) will be billed at no more than \$ amount - written out dollars (\$___) per hour. Word processing will be billed at no more than \$ amount - written out dollars (\$___) per hour. Payment will be due thirty (30) days after approval of the proposed mitigation monitoring program and receipt of Consultant's correct invoice. The total maximum for preparation of the mitigation monitoring program is \$ amount - written out dollars (\$___). This is in addition to the amount stated in paragraphs I.C.1., II.B.1, and IIIB. above.

V. GENERAL CONDITIONS**A. INDEPENDENT CONTRACTOR.**

Consultant shall be deemed to be an independent contractor of County. Nothing in this Contract shall be construed as creating an employer-employee relationship, partnership or a joint venture relationship. Nothing in this Contract authorizes, or permits, the County to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject of this contract; provided always, however, that the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services.

B. NO ELIGIBILITY FOR FRINGE BENEFITS.

Consultant understands and agrees that its personnel are not, and will not be, eligible for membership in or any benefits from any County group plan for hospital, surgical, or

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medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.

C. INDEMNIFICATION.

(1) Except as provided in paragraph (2) below, Consultant shall defend, indemnify and save harmless the County of San Luis Obispo, its officers, agents and employees, from any and all claims, demands, damages, costs, expenses, judgments or liability arising out of this Contract or attempted performance of the provisions hereof, including but not limited to those predicated upon theories of violation of statute, ordinance, or regulation, professional malpractice, negligence, or recklessness including negligent or reckless operation of motor vehicles or other equipment, furnishing of defective or dangerous products or completed operations, premises liability arising from trespass or inverse condemnation, violation of civil rights and also including any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board with respect to Consultant's "independent contractor" status that would establish a liability for failure to make social security and income tax withholding payments, failure to comply with workers' compensation laws, or any act or omission to act, whether or not it be willful, intentional or actively or passively negligent on the part of Consultant or his agents, employees or other independent Consultants directly responsible to Consultant; providing further that the foregoing shall apply to any wrongful acts or any active or passively negligent acts or omissions to act, committed jointly or concurrently by Consultant or Consultant's agents, employees or other independent contractors and the County, its agents, employees or independent contractors. Nothing contained in the foregoing indemnity provision shall be construed to require indemnification for claims, demand, damages, costs, expenses or judgments resulting solely from the conduct of the County.

(2) If any claim, demand, litigation or other challenge to the County is brought alleging a deficiency with the County's compliance under the California Environmental Quality Act, the County shall provide the initial legal response to such challenge and shall give the Consultant notice of the challenge within 10 business days of the County's receipt of the challenge. If the case moves to litigation, the County shall provide the attorneys to defend the action. However, the Consultant shall assist in the defense by providing any and all documents, personnel who worked on the project, including sub-consultants, and any other in-house expertise that can assist the County in preparing for and presenting the defense to the CEQA

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challenge. Such assistance shall be at no cost to the County, and shall continue until the CEQA challenge is finally resolved. If the environmental study or documents need to be upgraded or modified, the Consultant shall accomplish the same at no cost to the County, unless the Consultant has advised the County in writing of the need to upgrade or modify the study or documents and the County has declined to follow the advice of the Consultant. If the County, Consultant or anyone in Consultant's chain of contractual privity is found to be liable for the claim, demand, challenge or litigation, including attorney's fees, the Consultant shall reimburse the County in accordance with the percentage of fault attributed to the Consultant. The reimbursement to the County shall include a reimbursement for the County's attorney's fees and costs of defending the suit apportioned by the same percentage of fault. If the percentage of fault is not included in a judgment, the percentage of fault shall be determined by agreement between the County and the Consultant or arbitration. Arbitration shall be in accordance with the California Code of Civil Procedure, section 1280 et seq.

D. INSURANCE.

Contractor, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. Such policies shall be maintained for the full term of this Agreement and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of Contractor's work under this Agreement and acceptance by the County. Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

1. Minimum Scope And Limits of Required Insurance Policies. The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

a. COMMERCIAL GENERAL LIABILITY INSURANCE POLICY ("CGL") Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

\$1,000,000 each occurrence (combined single limit);

\$1,000,000 for personal injury liability;

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\$1,000,000 aggregate for products-completed operations; and,
\$1,000,000 general aggregate.

The general aggregate limits shall apply separately to Contractor's work under this Agreement.

b. BUSINESS AUTOMOBILE LIABILITY POLICY ("BAL"). Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than One-million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement. Contractor shall not provide a Comprehensive Automobile Liability policy

which specifically lists scheduled vehicles without the express written consent of County.

c. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY ("WC/EL"). This policy shall include at least the following coverages and policy limits:

1. Workers' Compensation insurance as required by the laws of the laws of the State of California; and

2. Employer's Liability Insurance Coverage B with coverage amount not less than one million (\$1,000,000) dollars each accident/Bodily Injury (herein "BI"); one million (\$1,000,000) dollars policy limit BI by disease; and, one million (\$1,000,000) dollars each employee BI by disease.

d. PROFESSIONAL LIABILITY INSURANCE POLICY ("PL"). This policy shall cover damages, liabilities, and costs incurred as a result of Contractor's professional errors and omissions or malpractice. This policy shall include a coverage limit of at least One Million Dollars (\$1,000,000) per claim, including the annual aggregate for all claims (such coverage shall apply during the performance of the services under this Agreement and for two (2) years thereafter with respect to incidents which occur during the performance of this Agreement). Contractor shall notify the County if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.

2. DEDUCTIBLES AND SELF-INSURANCE RETENTIONS. Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Contractor and approved by the County before work is begun pursuant to this Agreement. At the option of the County, Contractor shall either reduce or eliminate

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such deductibles or self-insured retentions as respect the County, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

3. ENDORSEMENTS. All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

a. A "Cross Liability", "Severability of Interest" or "Separation of Insureds" clause (CGL & BAL);

b. The County of San Luis Obispo, its officers, employees, volunteers and agents are hereby added as additional insureds with respect to all liabilities arising out of Contractor's performance of work under this Agreement (CGL & BAL);

c. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL).

d. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL & PL);

e. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to County at the address set forth below (CGL, BAL, WC/EL & PL);

f. Contractor and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers and agents for any loss arising under this Agreement (CGL); and

g. Deductibles and self-insured retentions must be declared (All Policies).

4. ABSENCE OF INSURANCE COVERAGE. County may direct Contractor to immediately cease all activities with respect to this Agreement if it determines that Contractor fails to carry, in full force and affect, all insurance policies with coverages at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to Contractor.

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5. PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION. Prior to commencement of work under this Agreement, and annually thereafter for the term of this Agreement, Contractor, or each of Contractor's insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverages. All of the insurance companies providing insurance for Contractor shall have, and provide evidence of, a Best Rating Service rate of A VI or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

____ Project Manager
Department of Planning and Building, Environmental Division
County Government Center
San Luis Obispo, CA 93408

E. WARRANTY OF CONTRACTOR.

Consultant, its officers and employees, and subcontractors will comply with all applicable federal or state laws while performing this Contract. Consultant warrants that it, and each of the personnel employed or otherwise retained by Consultant, will at all times be properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to. Consultant warrants that the persons performing the services for this Contract are specially trained, experienced, expert and competent to perform such special services of preparing the required EIR. Consultant warrants that the Consultant, its subcontractors and real person working on this Contract have no conflict of interest with this project and will produce an independent, objective and unbiased work product.

F. NON-ASSIGNMENT OF CONTRACT.

Inasmuch as this Contract is intended to secure the specialized services of the Consultant, Consultant shall not delegate its obligations under this Contract and shall not assign or otherwise transfer its rights under this Contract or any interest therein without the prior written consent of County. Any such assignment, transfer, delegation, or subletting without the County's prior written consent shall be null and void.

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Consultant will not discriminate, in any manner forbidden by law, against any person employed to perform services under this Contract.

H. TERMINATION OF CONTRACT FOR CAUSE.

1. If any of the following occur, County shall have the right to terminate this Contract effective immediately upon giving written notice to the Consultant:

- a. Consultant fails to perform its duties to the satisfaction of the County;
- b. Consultant fails to fulfill in a timely and professional manner its obligations under this Contract; or
- c. Consultant, or its agents or employees, fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County; provided however, that in all instances the Coordinator has contacted the Consultant, stating specific reasons for the dissatisfaction of the Coordinator with the performance of the Consultant, and the Consultant has had a reasonable time to respond to the Coordinator's concerns and, if any defect in performance of the Consultant exists, a reasonable time to cure such defect and has unreasonably failed to cure such identified defect.

2. The Consultant may terminate this Contract for cause if the following conditions occur:

- a. If a representative of the Environmental Division has unreasonably failed to perform the Coordinator's duties under this Contract in a timely and professional manner, causing unreasonable delay within the control of the Coordinator; and
- b. The Consultant has contacted the Environmental Coordinator, (the Division Head of the Environmental Division) personally, stating specific reasons for the dissatisfaction of the Consultant with the performance of the representative of the Environmental Division; and
- c. The Environmental Coordinator has had a reasonable time to respond to the Consultant's concerns and if any defect in performance of the Coordinator exists, a reasonable time to cure such defect and has unreasonably failed to cure such identified defect; and
- d. The Consultant has given written notice of the Consultant's outstanding complaints pertaining to specific defects of the Coordinator's performance under this Contract to the Environmental Coordinator; and

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e. The Consultant has given written notice of the Consultant's outstanding complaints pertaining to specific defects of the Coordinator's performance under this Contract to the Board of Supervisors of the County of San Luis Obispo, and if after a reasonable time, the Board of Supervisors fails to cure the outstanding defect, then the Consultant may terminate this Contract for cause.

The Board of Supervisors has a right to cure such defect in performance within a reasonable time by causing performance or by giving written notice to Consultant of an intention to perform within a reasonable time thereafter. If the Board of Supervisors fails to cure the defect within a reasonable time, the Consultant may give written notice of termination for cause delivered to the Board of Supervisors with an information copy to the Coordinator.

I. TERMINATION OF CONTRACT FOR CONVENIENCE.

The County may terminate this Contract at any time by giving the Consultant written notice of such termination. Immediately upon receipt of notice of termination, Consultant shall discontinue work on the project and incur no further obligations or expenses. Consultant shall be paid the percentage of the total cost of the EIR that corresponds to the percentage of the EIR document(s) that are satisfactorily completed prior to the Consultant's receipt of said termination.

J. ENTIRE AGREEMENT AND MODIFICATIONS.

(1) This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Consultant shall be entitled to no other benefits than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties before the change or amendment occurs. Consultant specifically acknowledges that in entering into and executing this Contract, Consultant relies solely upon the provisions contained in this Contract and no others.

(2) Delegation of County Signatory Authority for Minor Modifications. The Board of Supervisors delegates to the Environmental Coordinator the authority to sign amendments to this Contract that make reasonable modifications to the time performance or that increase the scope of work and provide additional compensation, provided that all amendments do not total more than ten percent (10%) of the total lump sum amount stated in paragraph I.C.1 above, \$ amount - written out dollars (\$___). Any amendment beyond that cumulative amount or an amendment pertaining to any performance other than increasing the scope of work, including but not limited to insurance, indemnity, property and other provisions in this

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Contract must be in writing and signed by the Board of Supervisors. These additional funds are intended to provide for flexibility needed to respond to changes generated in writing by the County; not by the Consultant.— Any modification to the Contract within the scope of this paragraph need only be signed by the Consultant and the Coordinator; after approval as to form and legal effect by a Deputy County Counsel.

K. APPLICABLE LAW AND VENUE.

This Contract has been executed and delivered in the State of California and covers services to be performed in California. The parties agree that the validity, enforceability, and interpretation of the Contract or any of its provisions shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in the County of San Luis Obispo, State of California, and such County shall be the venue for any action or proceeding that may be brought, or arise out of, this Contract.

L. SEPARABILITY.

The invalidity of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.

M. RECORDS.

Pursuant to California Government Code § 10532, every County contract involving the expenditure of more than ten thousand dollars (\$10,000.00) in public funds is subject to examination and audit of the Auditor General for a period of three years after final payment under the Contract. Consultant shall maintain books, records, documents, and other evidence, accounting procedures, and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Contract. The foregoing constitute "records" for the purposes of this paragraph. Consultant shall maintain and preserve, until three years after termination of this Contract, and permit the State of California or any of its duly authorized representatives, including the Comptroller General of the United States, to have access to and to examine and audit any pertinent books, documents, papers, and records of Consultant related to this Contract. Consultant and County shall ensure the confidentiality of any records that are required by law to be so maintained.

N. COST DISCLOSURE - DOCUMENTS AND WRITTEN REPORTS.

Pursuant to Government Code section 7550, if the total cost of this Contract is over five thousand dollars (\$5,000.00), the Consultant shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and

dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report. The Contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

When multiple documents or written reports are the subject or product of contracts, the disclosure section may also contain a statement indicating that the total Contract amount represents compensation for multiple documents or written reports.

O. NOTICES.

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the following address as appropriate:

1. To the Environmental Coordinator;

Environmental Division -
Co. Planning & Bldg. Department
County Government Center
1050 Monterey Street
San Luis Obispo, CA 93408

2. To the Board of Supervisors;

Board of Supervisors
County Government Center, Rm 370
1050 Monterey Street
San Luis Obispo, California 93408

3. To the Consultant;

P. COPYRIGHT.

Any reports, maps, documents or other materials produced in whole or part by the Consultant or any subconsultant or person responsible to the Consultant under this Contract shall be the property of the County and none shall be subject to an application for copyright by or on behalf of Consultant, subconsultant or person responsible to Consultant during the performance of this Contract.

Q. CONFIDENTIALITY.

No reports, maps, information, documents, or any other materials given to or prepared by Consultant under this Contract which County requests in writing to be kept confidential, shall be made available to any individual or organization by Consultant without the prior written approval of County. However, Consultant shall be free to disclose such data as is publicly available.

R. EQUIPMENT AND SUPPLIES.

Consultant will provide all necessary equipment and supplies in order to carry out the terms of this Contract.

S. ACCESS TO RECORDS AND FINANCIAL DATA.

All recorded data, preserved in any form, but not limited to materials generated for this project or existing information compiled for this project and any financial documents pertaining to this project are the property of the County. At the request of the Board of Supervisors, the Coordinator, the County Planning Director, the County Counsel, the County Administrator or the County Auditor, the County's agents or employees have a right to access these records wherever located during reasonable hours for up to three years after project approval. After three years, if the Consultant wants to dispose of the background records the Consultant shall give the County the option of taking possession of the records. The County's right to access includes the right to make copies of such information.

T. PRIORITY OF INCONSISTENT CONTRACT TERMS AND CONDITIONS.

To the extent that any terms or conditions set forth in Exhibit B, or past business practices between Consultant and County or Coordinator differ from the terms and conditions of this Contract, the terms and conditions expressed in the typed body of this Contract, without reference to Exhibit B, are controlling.

CONSULTANT

_____ FIRM NAME (CAPS)
A California Corporation

By: _____
(Type in Name & Title below line here)

Date

By: _____
(Type in Name & Title below line here)

Date

COUNTY OF SAN LUIS OBISPO

By: _____
Chairman of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

Date

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.
County Counsel

By: _____
Deputy County Counsel

Dated: _____

SHANDON COMMUNITY PLAN UPDATE

Exhibit F

COUNTY OF SAN LUIS OBISPO

Department of Planning and Building – Environmental Division

EIR CONSULTANTS UNDER SERVICES CONTRACTS

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(805) 541-2622 (805) 541-5512 Fax
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Douglas Wood & Associates
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(805) 544-1680 (805) 544-3067 Fax

Dudek & Associates, Inc
621 Chapala Street
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EMC Planning Group
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Envicom Corporation
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